

Order 2708609

1209

W. F. Sareussen  
8235 Lincoln Terrace  
Hollywood, 46, Calif.

DOCUMENT No. 1209  
RECORDED AT REQUEST OF  
Title Insurance & Trust Co.  
MAR 22 1948 at 8 A.M.

OFFICIAL RECORDS  
County of Los Angeles, California  
Fee \$ \_\_\_\_\_ Folio \_\_\_\_\_  
MAME B. BEATTY, County Recorder  
By \_\_\_\_\_ Deputy

250  
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GRANT DEED

IN CONSIDERATION of \$10.00 receipt of which is acknowledged ALLAN E. TOMELT, an unmarried man, does hereby grant to W. F. SAREUSSEN, an unmarried woman, the real property in the County of Los Angeles, State of California, described as:

That portion of Government Lot 5 in Section 31, Township 1 South, Range 16 West S. E. E. & M. lying Southerly of the Southerly line of the Pacific Coast Highway as said Southerly line was established on January 1, 1945, described as follows:

Beginning at a point on the Southerly line of said Pacific Coast Highway distant Easterly thereon 240 feet from the Westerly end of that certain curve in said Southerly line which is concave Southerly and has a radius of 1210 feet, and which is tangent at said Westerly end with a line bearing South 66° 16' West from a point distant South 23° 44' East 40 feet from Engineer's center line station 100 plus 22.08 at the Easterly extremity of that certain center line course of said Highway described as "North 66° 16' East 670.60 feet" in the deed from Southern Counties Land Company to the State of California recorded in Book 11716 Page 337 Official Records of said County; thence continuing Easterly along said curve 161.25 feet; thence South 7° 09' 07" West 112 feet, more or less, to the ordinary high tide line of that Pacific Ocean; thence Westerly along said tide line to a line bearing South 12° 22' 08" East from the point of beginning; thence North 12° 22' 08" West along a radial line of said curve 130 feet, more or less, to the point of beginning.

RESERVING therefrom an easement for the purpose of installing and maintaining water pipes over the Northwesterly 4 feet of said land.

EXCEPT any portion of said land lying outside the patent lines of said Lot 5, as such lines existed at the time of issuance of the patent therefor which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

**SUBJECT TO:**

General and special taxes for the fiscal year 1947-48, a lien not yet payable.

Conditions, restrictions, covenants, reservations, easements, rights and rights of way now of record.

This conveyance is made upon the following covenants, conditions, restrictions and reservations:

1. That said premises shall be used for private residence purposes only; and no structure of any kind shall be moved from any other place onto said premises; nor shall any structure be erected or allowed on said premises which is not designed, built and maintained exclusively for private residence purposes, excepting such customary outbuildings as shall be designed and erected for the purpose of making the use of said premises for residence purposes more convenient.
2. When the erection of any residence is once begun, work thereon must be prosecuted diligently, and it must be completed within a reasonable time.
3. That no more than one (1) private residence together with the aforesaid customary outbuildings, shall ever be erected or allowed on the said premises on any parcel of less than fifty (50) foot frontage on the Pacific Coast Highway; nor shall any residence be erected, including any portion used for a garage and excluding any portion used for outside porches and/or patios; which shall have a floor surface of less than nine hundred (900) square feet.
4. That neither the whole nor any part of said premises shall be sold, rented or



leased to any person not of the white or Caucasian race, nor shall the same be occupied or used by any such person excepting as a servant or employee of the person using said premises exclusively for residential purposes.

5. It is expressly agreed that each and all of the foregoing covenants and restrictions in paragraphs 1 to 4 inclusive above (except where otherwise expressly provided) shall run with the land in favor of the owner of the said land above described, and the respective owner or owners now and hereafter of any portion of the said land shall have full right to the benefits, covenants and restrictions as they relate to any particular portion, lot or parcel thereof, and shall be authorized to enforce in their own right and names respectively, all remedies afforded by law, whereby the said covenants and restrictions might be enforced, infractions thereof prevented, or damage therefrom recovered against and/or from any respective grantees and/or grantees of any particular portion or all of the said land, as the case may be.

6. Each and all of said covenants, restrictions and agreements shall be deemed and construed to be continuing ones, and the extinguishment of any right of re-entry or reversion if any, for any breach, shall not impair or affect any of the said covenants or restrictions so far as any future or other breach is concerned.

7. Each and all of said covenants, conditions, restrictions and limitations, except those in paragraph 4, shall continue in full force and effect and be binding until May 1, 1967, and those in said paragraph 4 shall be perpetual.

8. It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

It is an express condition of this conveyance that the Seller herein shall not be responsible or liable for any promise, representation, agreement, condition or stipulation not set forth herein.

Wherever in this deed the masculine gender is used, it shall also be construed as if the feminine gender had been used, wherever the feminine gender would be applicable instead of the masculine. Wherever the singular is used in referring to a purchaser, it shall be construed as if the plural had been used, where applicable and in case there is more than one purchaser.

DATED this 19 day of November 1947.

Allan E. Tomblin  
Allan E. Tomblin

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss

On this 19 day of November, 1947, before me, the undersigned, a Notary Public in and for said County, personally appeared ALLAN E. TOMBLIN known to me to be that person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

[Signature]  
Notary Public in and for said  
County and State.